

AGREEMENT OF AGENCY

Agreement made this day of , 1954, by and between (hereinafter referred to as Station), and Ira Rabkin, (hereinafter referred to as Rabkin):

W I T N E S S E T H T H A T :

WHEREAS Station is engaged, among other things, in closed circuit broadcasting at College, and is desirous of obtaining contracts for radio advertising for the academic year beginning in September, 1954; and

WHEREAS Rabkin has had experience in the college radio advertising field and has certain contacts in the New York City area, and is willing to undertake to solicit radio advertising contracts on behalf of Station, more particularly described hereinafter; and

WHEREAS Station desires to utilize the services of Rabkin as its exclusive agent to solicit on its behalf said contracts:

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Station hereby appoints Rabkin as its exclusive agent and station representative to (a) solicit on Station's behalf radio advertising contracts from advertisers hereinafter described; and (b) to enter into and execute contracts for said advertising on behalf of and as authorized agent of Station.

2. Said contracts shall be with such advertisers as hotels, retail outlets, places of entertainment and restaurants within and near New York City primarily, and elsewhere as may be mutually

100% COTTON CONTENT

U.S.A.

AGREEMENT TO EXHIBIT

Agreement made this 10th day of 1954, by and between

(hereinafter referred to as

Station), and the Exhibitor, (hereinafter referred to as

Exhibitor):

WITNESSETH THAT

WHEREAS Station is engaged, among other things, in closed

circuits broadcasting of

entirely confidential for radio advertising for the economic year

beginning in September, 1954; and

WHEREAS Exhibitor has had experience in the college radio ad-

vertising field and has certain contacts in the New York City

area, and is willing to undertake to solicit radio advertising

contracts on behalf of Station, more particularly described here-

inafter; and

WHEREAS Station desires to utilize the services of Exhibitor as

its exclusive agent to solicit on its behalf radio advertising

contracts, in consideration of the mutual business con-

cluded herein, the parties hereto agree as follows:

1. Station hereby appoints Exhibitor as its exclusive agent

and station representative to (a) solicit on Station's behalf

radio advertising contracts from advertising agencies and

and (b) to enter into advertising contracts for said advertising

on behalf of and as authorized agent of Station.

2. Said contracts shall be with such advertising agencies as herein

before entered, placed of advertisement and contracts within

the territory of Station, and elsewhere as may be mutually

100% COTTON CONTENT

agreed upon from time to time by the parties, and transportation lines, including air, rail and bus, operating between Boston and other cities; and such other advertisers as may be mutually agreed upon from time to time by the parties.

3. Rabkin agrees to solicit said contracts diligently, either personally or through whatever agents he may appoint.

4. As consideration for these services to be performed by Rabkin, Station will pay to Rabkin 15% of the applicable station rate-card rate for time purchased by the advertiser as a result of solicitation by Rabkin; PROVIDED, HOWEVER, that in any case where Rabkin obtains said contracts through an advertising agency rather than from the advertiser itself, Station will pay to Rabkin 15% of the amount of said applicable station rate-card rate remaining after deduction of its commission by said agency.

5. Station agrees not to solicit on its own behalf the advertisers covered by the description in paragraph 2 hereof, and further agrees not to appoint any other agent for the purpose of soliciting such advertisers.

6. Station agrees to save Rabkin harmless from any and all liability arising from performance or nonperformance of broadcasting contracts solicited or obtained by Rabkin as agent for Station.

7. This agreement may be terminated by either party on sixty (60) days' written notice, PROVIDED, HOWEVER, that on all contracts that are in force or have been negotiated by Rabkin at the time of said notice, Station shall pay Rabkin the full commission agreed to in paragraph 4 hereof whether performance of contract occurs before or after actual termination.

IN WITNESS WHEREOF the parties hereto have hereunto set

their hands and seals on the date first above written.

Witness

Ira Rabkin

By

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100% COTTON CONTENT

U.S.A.

AGREEMENT OF AGENCY

DATED: _____

GASTON, SNOW, RICE & BOYD
SHAWMUT BANK BUILDING
BOSTON